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even if they are contingent, are accelerated by the widow's renunciation of the will and election to take her dower and distribution share, since the testator's intention in postponing the remainders was manifestly to provide for the widow.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 818.]

Appeal from Court of Land Registration for City of Richmond.

Suit by American National Bank against C. C. Chapin, trustee, and others, for the registration of title to three lots. From a decree refusing to order a certificate of absolute title to two of the lots, after the proceedings were severed as to the third, complainant appeals. Reversed and remanded.

Jas. E. Cannon, E. C. Massie and George Bryan, all of Richmond, for appellants.

Daniel Grinnan and Leake & Buford, all of Richmond, for appellees.

TWOHY v. TWOHY.

June 16, 1921.

[107 S. E. 642.]

1. Divorce (§ 184 (10)*)—Trial Court's Conclusions in Divorce Suit Entitled to Respect and to Be Followed, unless Contrary to Evidence.—In a wife's suit for divorce, the conclusions of the trial court based on the entire body of the testimony are entitled to great respect, and are to be followed, unless contrary to the evidence or without evidence to support them.

2. Divorce (§ 130*)—Evidence Held Sufficient to Sustain Decree for Cruelty and Drunkenness.—In a wife's suit for divorce for drunkenness, neglect, brutality, etc., evidence held sufficient to sustain decree of divorce.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 745.]

3. Divorce (§§ 240 (5), 308*)—Allowance of Alimony and Money for Support of Children Not Excessive.—The court did not err in allowing to a wife, who secured divorce for the drunkenness and cruelty of her husband, worth some \$300,000, and having an annual income of \$11,500, alimony in the sum of \$3,600 a year, with an award of another \$3,600 for the three children.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 754.]

4. Divorce (§ 227 (2)*)—Allowance of Counsel Fees Not So Excessive as to Call for Reduction.—In a wife's suit for divorce for drunk-

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.

eness and cruelty, a nominal counsel fee having been allowed the wife in the first instance, final allowance to her of \$2,500 counsel fees, though liberal, held not so excessive that the court would undertake to reduce the amount.

[Ed. Note.—For other cases, see 4 Va.-W. Va. Enc. Dig. 755.]

Appeal from Circuit Court of City of Norfolk.

Suit for divorce by Florence M. Twohy against George J. Twohy. From decree for plaintiff, defendant appeals. Affirmed.

George Pilcher, of Norfolk, for appellant.

Wm. Leigh Williams and *J. T. Lawless*, both of Norfolk, for appellee.

JOHNSON *v.* HOFFMAN.

June 16, 1921.

[107 S. E. 645.]

1. Sales (§ 52 (7)*)—Evidence Held to Show Buyer Did Not Rely on Representation of Quality.—In an action against buyer of cattle who refused to receive them, evidence held to show that he did not rely on seller's representation of the quality of the cattle, but satisfied himself by examination.

[Ed. Note.—For other cases, see 13 Va.-W. Va. Enc. Dig. 660.]

2. Sales (§ 87 (2)*)—Terms of Oral Contract Held to Exclude Cattle of Less Weight than 1,000 Pounds.—Evidence held to show that the terms of an oral contract for the sale of cattle weighing 1,000 to 1,200 pounds did not require the buyer to accept any cattle under the weight of 1,000 pounds.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 11.]

3. Sales (§ 71 (2)*)—Construction of Oral Contract Held to Exclude Cattle under the Weight of 1,000 Pounds.—Under the rule of law that a contract of sale is not regarded as performed by the seller except by delivery or tender of the exact quantity called for by the contract, a seller agreeing to deliver cattle weighing between 1,000 and 1,200 pounds could not deliver any cattle less than 1,000 pounds in weight, and it was immaterial, as affecting such right, that the average weight was above such figure.

[Ed. Note.—For other cases, see 12 Va.-W. Va. Enc. Dig. 10.]

4. Contracts (§ 318*)—One Breaching Contract Has No Right of Action for Breach by Other Party.—Plaintiff has no right of action for damages for breach of contract where he himself has breached the contract.

[Ed. Note.—For other cases, see 3 Va.-W. Va. Enc. Dig. 437.]

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.